

**AGREEMENT**

Between

**BOROUGH OF MADISON**

and the

**BOROUGH OF MADISON  
EMPLOYEES FEDERATION**

**White Collar Workers**

FOR THE TERM COMMENCING JANUARY 1, 2006  
AND ENDING DECEMBER 31, 2009

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PREAMBLE

This Agreement, made this 26<sup>th</sup> day of July, 2006, by and between the BOROUGH OF MADISON, New Jersey, hereinafter referred to as the "Borough" and the BOROUGH OF MADISON EMPLOYEES FEDERATION, hereinafter referred to as the "FEDERATION," is designed to maintain and promote a harmonious relationship between the Borough of Madison and the employees covered under this Agreement, in order that efficient and progressive public service may be rendered.

ARTICLE I

RECOGNITION

Section 1

The Borough of Madison, New Jersey recognizes the Borough of Madison Employees Federation as the sole and exclusive bargaining agency in all matters pertaining to rates of pay, wages, hours of work, benefits and other terms and conditions of employment for the full time employees working under the following job titles:

FINANCE DEPARTMENT

Financial Assistant I  
Financial Assistant II  
Chief Accountant  
Accounts Clerk  
Senior Office Assistant  
Deputy Tax Collector  
Office Assistant

LAND USE SERVICES

Administrative Official  
Senior Office Assistant  
Administrative Assistant  
Engineering Assistant/Construction Observer

ADMINISTRATION

Administrative Assistant, Purchasing  
Senior Office Assistant  
Receptionist  
Office Assistant

PUBLIC SAFETY

Deputy Court Administrator  
Violations Clerk  
Community Service Officer  
Senior Office Assistant  
Youth Counselor

PUBLIC WORKS DEPARTMENT

Administrative Assistant, Public Works  
Senior Office Assistant

ELECTRIC & WATER UTILITY

Senior Office Assistant

Section 2

Exclusions from this unit are all part-time employees, Supervisors within the meaning of the act; Confidential employees; Managerial Executives; Police Officers; Fire Fighters and Blue Collar Workers.

A R T I C L E II

CONTRACT PERIOD

Section 1

This Agreement shall be effective from January 1, 2006 through December 31, 2009.

Section 2

By this Agreement the contract and all provisions shall be extended to remain in full force and effect during any period of negotiations on a succeeding contract which continues beyond the expiration date of this contract.

A R T I C L E III

HOURS OF WORK

Section 1

All employees, with the exception of the Youth Counselor, Community Service Officer, Assistant Violations Clerk and Deputy Court Administrator, shall be scheduled for seven and one-half (7-1/2) hours of work each day, Monday through Friday. The normal workday starts at 8:00 a.m. and ends at 4:30 p.m. All employees are entitled to one (1) hour lunch period, without pay, each day which may be scheduled between 11:30 a.m. and 2:00 p.m. on the basis of operational need.

Section 2 - Overtime

Employees shall receive their hourly rate of pay for any work over thirty seven and one half (37-1/2) hours in a given week that they were directed to do by their Department Head. Employees shall receive one and a half (1-1/2) times their hourly rate of pay for any work over forty (40) hours in a given week that they were directed to do by their Department Head.

Section 3

Employees may take a ten (10) minute break from work in the morning and a ten (10) minute break from work in the afternoon. The specific time for this break shall be approved by their supervisor.

## ARTICLE IV

### RATES OF PAY

#### Section 1

Each employee will be classified in accordance with skills used and shall be paid not less than the rate for such classification in accordance with the table of job classification and rate of pay in the schedules which are attached hereto and made part of this Agreement. Bargaining unit work shall not be performed by other workers on a permanent basis.

#### Section 2

The Borough shall make a one-time salary adjustment of \$500.00 to each employee who was not eligible for longevity prior to the effective date of this Agreement. For those employees who previously received \$500.00, \$600.00 or \$700.00 longevity, \$100.00 will be added and that total amount will be added to base salary. Any employee who previously received \$800.00 longevity will have a salary adjustment of that amount. In no event will any employee have more than \$800 rolled into his/her base salary.

#### Section 3

Any full time position not listed under ARTICLE I, Section 1 that is established during the life of this agreement that appears to be within the scope of this unit, shall be subject to negotiations between the Borough and the Federation. The employer maintains the right to create a new classification and to negotiate with the Federation regarding the rate of pay and benefits for such position.

#### Section 4

The work week shall commence at 12:01 a.m. Sunday and end 12:00 midnight the following Saturday. Employees will be paid during a.m. work hours. When the payday falls on a Saturday, Sunday or Holiday the Borough agrees to make pay checks available on the business day prior to that date.

#### Section 5

There shall be an increment program established which will be based on satisfactory performance. Management shall establish such standards and goals. Agreement thereto will be subject to resolution through the grievance procedure.

Management shall perform a formal written evaluation of each employee by April 1st of each year based on performance, goals and standards. All employees whose performance is satisfactory will be granted an incremental salary increase on base salary effective the following July 1st. If performance is not satisfactory as of April 1st, employees must attain a satisfactory performance rating by June 30th of that year to receive an increment effective July 1st. This increment program will affect eligible employees who have not reached the maximum of their range.

## Section 6

A) Within the salary ranges which are attached to this agreement (see Appendix A), employees shall receive a salary increase of:

3.9% on base salary, January 1, 2006;  
4.0% on base salary, January 1, 2007;  
4.0% on base salary, January 1, 2008; and  
4.0% on base salary, January 1, 2009.

B) Effective July 1st each year, employees hired prior to October 1st of the previous year shall be eligible to receive a \$1000 increment added to their salary for satisfactory performance as long as that amount does not exceed the top of the range. This is in accordance with Article IV, Section 5 of this contract.

C) New employees hired shall be paid a salary on or between the base and mid-point of the range depending upon experience as determined by the Borough.

D) Employees receiving a promotion from one range to another will receive a 5% increase on their salary as long as that amount fits within the range to which the employee is promoted.

E) Newly hired employees shall receive the salary increase specified under Article IV, Section 6A, six months after the date of hire or the date specified above, whichever is later.

F) Paydays will be on the 1<sup>st</sup> and 15<sup>th</sup> of each month for a total of twenty-four pays per year. When the payday falls on a Saturday, Sunday or Holiday the Borough agrees to make pay checks available on the business day prior to that date.

## ARTICLE V

### PROMOTIONS, DEMOTIONS AND TRANSFERS

#### Section 1

It is the intention of the Borough to fill job vacancies with qualified personnel from within the bargaining unit before hiring new employees.

#### Section 2

Promotion is hereby defined as a move from a lower level of responsibility to a higher level of responsibility and would include an increase from a lower pay range to a higher pay range.

#### Section 3

Notice of all job vacancies shall be posted on the bulletin board. This notice will remain on the bulletin board for five (5) days and will include job title, salary range and a brief description of the job duties including qualifications and necessary skills. Only those employees who make application during the posting period will be considered for the job.

#### Section 4

Promotions shall be offered to a qualified Borough employee who has bid for the job.

#### Section 5

An employee who is promoted to a higher position shall receive the rate of the new job classification. All employees so promoted shall be placed on the higher rated job for a limited trial period up to forty-five (45) days. In the event the employee does not perform satisfactorily at any time during the trial period, such employee shall be given his/her former position without any loss of seniority or pay.

#### Section 6

Reassignment of Personnel - When there is an operational need, an employee may be reassigned to a position in the same salary Range for a thirty (30) day period. An employee may be reassigned to a position at a different Range only if agreed to by that employee. Either type of reassignment can be made for a longer period if agreed to by the employee. A person reassigned to a position in a higher salary range who works for a thirty (30) day period or longer shall receive pay differential not to exceed 5% more or the amount which was paid to the employee for whom the reassignment was made, whichever is less.

During the time of reassignment a worker shall not be expected to perform the full duty of his/her regular position and the full responsibilities of the reassignment position; nor shall the employee be asked to work beyond a thirty-seven and a half (37-1/2) hour work week unless he/she agrees to it or the overtime work would have occurred with his/her regular job had the reassignment not been made. No worker shall be reassigned more than twice in one year or for a period of time totaling more than forty-five (45) days unless the worker agrees to the longer reassignment.

### ARTICLE VI

#### SICK LEAVE AND PERSONAL LEAVE

#### Section 1

Each employee shall be entitled to thirteen (13) sick leave days at the beginning of each calendar year. Unused sick leave days shall be cumulative from year to year with a maximum accumulation of two hundred and seventy-five (275) days.

#### Section 2

If an employee is on sick leave more than four (4) consecutive days, acceptable medical evidence substantiating the illness may be requested by the Borough. After four (4) Friday or Monday absences, the Borough may request medical certification.

### Section 3

Employees requiring sick leave in excess of that provided for above will be granted sick leave without pay up to six (6) months with consideration by the Council through the Borough Administrator of extension beyond six months. Employees on sick leave will continue to accrue seniority.

### Section 4

A) Existing Employees: Each employee reaching retirement age will be entitled to time off with pay prior to his/her retirement date of one (1) day pay for every two (2) sick days up to a total of one hundred (100) days.

B) New Employees: For new employees hired after ratification of this contract, he/she will receive one (1) day of pay for every three (3) sick days up to a total of one hundred (100) days.

C) For A & B above, no additional compensation will be made if the employee elects to continue to work during that interval.

### Section 5

Time spent in the care of a sick family member is allowable as sick leave. No more than 5 sick days can be used in this way in any one year, however.

### Section 6

A) Each employee with at least one full year of service is entitled to three (3) Personal Days which shall not be charged against accumulated sick leave.

B) A Personal Day is defined as leave for purposes of attending to an urgent personal responsibility which cannot be scheduled outside of working hours. Personal Days cannot be used in conjunction with a holiday. They must be taken one (1) at a time or in half-day segments. An employee shall submit notice in advance to his/her supervisor of his/her intention to use a Personal Day.

### Section 7

After six months of service, a Part-time employee averaging 27.5 hours per week (on average over one year) shall receive prorated sick time. This time shall accumulate on a monthly basis.

## ARTICLE VII

### VACATIONS

#### Section 1

Vacation entitlement shall be based on the employee's date of hire according to the following schedule:

Period of Employment	Vacation
0-1 year service	One (1) day for each full month worked up to a maximum of ten (10) work days.
1 year service	2 weeks
6 years service	3 weeks
13 years service	4 weeks

## Section 2

Upon mutual agreement between the employer and employee, those employees who have served the Borough for twenty (20) years may choose to receive one (1) day's pay (current rate at the time) added to their base pay in lieu of added vacation time during the twenty-first (21st) through the twenty-fifth (25th) years of service. Should they choose this option, such employees shall be granted one (1) more day's pay upon completion of their twenty-fifth (25th) year of service to the Borough. Those employees not choosing this option shall be granted additional vacation time as follows:

PERIOD OF EMPLOYMENT	DAYS ADDED	TOTAL VACATION
20 years service	1 day	4 weeks + 1 day
21 years service	2 days	4 weeks + 2 days
22 years service	3 days	4 weeks + 3 days
23 years service	4 days	4 weeks + 4 days
24 years service	5 days	5 weeks

## Section 3

After six months of service, a Part-Time employee averaging 27.5 hours per week (on average over one year) shall receive prorated vacation time. This time shall accumulate on a monthly basis.

## Section 4

Beginning January 1, 2003 employees leaving the employment of the borough will have their vacation time prorated with one exception. The exception is that those employees hired before January 1, 2003 who retire from the Borough under the N.J State Pension system shall be exempt from this pro-ration requirement.

## ARTICLE VIII

### HOLIDAYS

Each of the following holidays are recognized by the Borough and shall be paid one day's pay at straight time without performing work:

New Year's Day	Labor Day
Lincoln's Birthday	Columbus Day
Presidents' Day	Veterans' Day
Good Friday	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

A paid holiday shall be considered as a day worked for the purpose of computing overtime. Should any of the listed holidays fall on Saturday, the preceding Friday shall be considered the holiday and paid accordingly. Should any of the listed holidays fall on Sunday, the following Monday shall be considered the holiday and paid accordingly. With mutual agreement of the parties the day before or the day after July 4th or Christmas can be substituted for Lincoln's Birthday in any year.

## ARTICLE IX

### MILITARY LEAVE

Employees enlisting or entering the Military or Naval Service of the United States, pursuant to the provisions of the Universal Military Training and Service Act and amendments thereto, shall be granted all rights and privileges provided by the Act.

An employee called to serve ANACDUTRA (Annual Active Duty Training) will be excused from work for this period and will be paid his/her regular daily earnings for such time he/she is required to be in ANACDUTRA attendance. Any pay received for this training will be deducted from this regular pay.

## ARTICLE X

### FUNERAL LEAVE

Bereavement: In the event of a death of a relative who resides with an employee (within the same household), the employee shall be granted a total of five consecutive days just before or after the funeral to assist the family during the time of grief. In the event of the death of a child, father, father-in-law, mother, mother-in-law, sister, sister-in-law, brother, brother-in-law or grandchild not residing with an employee, up to three days shall be granted with pay for this purpose.

In the event of the death of a grandparent, cousin, aunt, uncle, spouse's grandparent, son-in-law, daughter-in-law, niece or nephew, one day with pay shall be granted to attend the funeral.

If time is needed beyond that which is granted above, the employee may use up to five sick days for bereavement or family assistance in the death of the above-listed relatives.

One sick day can be used for a very close friend or relative not listed above.

## ARTICLE XI

### CREDIT FOR PRIOR SERVICE

#### Section 1

An employee hired by Madison who was previously employed by the State of New Jersey, a County Government in New Jersey or a Municipality in New Jersey shall be given credit for this prior service.

#### Section 2

The employees described above shall be credited with additional sick days beyond those provided for in an amount equal to the number of sick days previously accumulated but not used during the period of prior service; provided, however, that additional sick days shall not exceed a maximum of fifty (50) sick days and that no credit shall be given for any previously accumulated sick days for which such employee was paid upon terminating said prior service.

#### Section 3

Employees who meet the requirements of Sec. 1, and who were previously enrolled in a Health Benefits Program, shall be allowed a smooth transition if the previous employer agrees to cooperate. The goal is for benefits to continue during the change in employment and costs are shared equitably with the previous employer.

#### Section 4

In the event of a conflict or inconsistency between this Section and any other Section of this Agreement, the provisions of this Section shall apply.

## ARTICLE XII

### JURY DUTY

An employee called for jury duty will be excused from work for the period actually in attendance in Court and he/she will be paid his/her regular daily earnings for such time as he/she is required to be in attendance in Court.

## ARTICLE XIII

### PENSION PROGRAM

The Pension Program will be in accordance with the State of New Jersey Public Employees Retirement System Program.

## ARTICLE XIV

### LAYOFF AND RECALL

The Borough may layoff employees only due to a temporary lack of work. In such event, employees may be laid off in the order of least seniority within their respective classification. Notice of such layoffs shall be given one (1) month before the scheduled layoff simultaneously to the employee and the President or Vice President of the Federation. Any employee laid off shall be placed on the recall list for a period of one (1) year. The Borough, upon rehiring, shall do so in the inverse order of seniority. The Borough shall rehire the last employee laid off first. Notice shall be made by registered mail to the last known address of such employee. Failure to report for work within five (5) days following the posting will disqualify the employee for recall. The Borough shall not hire from the open market while employees on the recall list are capable to perform the duties of the vacant position and are ready, willing and able to be re-employed.

## ARTICLE XV

### DISABILITY

#### Section 1

The Borough will pay any employee injured in the line of duty full pay up to one (1) year as prescribed by a physician designated by the Borough, if that injury is of a temporary nature (temporary disability benefits).

Any employee permanently injured and unable to return to his/her position shall be retired from his/her work as provided for in the State Pension System and Worker Compensation Laws at the time a physician certifies that this is necessary.

#### Section 2

While any employee is receiving temporary benefits from the Worker's Compensation insurance carrier and full pay from the Borough, he/she will reimburse the Borough in the amount of temporary disability benefits received.

#### Section 3

An employee will not be required to compensate the Borough for any permanent disability benefits received.

#### Section 4

When an employee is temporarily disabled in the line of duty, said disability shall not infringe on the employee's sick time.

### ARTICLE XVI

#### HEALTH CARE INSURANCE PROGRAM

##### Section 1

The employees of this bargaining unit and the eligible members of their families, shall receive medical and health insurance coverage as presently afforded by the Borough to all of its members.

##### Section 2

A pre-paid Dental Plan covering employees and their eligible dependents shall continue to be purchased subject to a maximum employer contribution of \$375 per employee per year.

##### Section 3

An employee who agrees to turn down Health Insurance coverage shall receive \$2,000 from the Borough at the end of each full year the Borough does not pay for this employee's health insurance. The employee may re-enroll for the next calendar year during the two-week enrollment period held in November. If the employee has a life style change as defined and recognized by the insurance carrier, the employee may re-enroll during the year. The payment in lieu of Health insurance coverage will then be prorated.

##### Section 4

Employees shall be responsible for co-pays as described below:

Point of Service (POS)
Office Visit - \$10
Out of Network Deductible
Single - \$250
Family - \$500
Rx Co-Pays
Generic - \$5
Preferred - \$10
Non-preferred - \$25
Mail Order (1x)
Traditional
Primary Care MD - \$20
Specialty Care MD - \$20
Hospital Co-pay - \$100
Emergency Co-pay \$50
Out-patient surgery - \$100
Out-of-Network Deductible
Single - \$400
Family - \$800
Rx Co-pays with \$100 single deductible and \$200 family
Generic - \$5
Preferred - \$10
Non-preferred - \$25
Mail Order (1x)

## ARTICLE XVII

### SAFETY AND HEALTH

#### Section 1

The Borough shall make reasonable provisions for the safety and health of its employees during the hours of their employment. The Borough will enforce its responsibility for the development and enforcement of occupational safety and health standards to provide a safe and healthful environment. The Borough will set up necessary job safety and health programs for all employees covered by this Agreement as it deems necessary, and shall provide a reasonably safe and healthful place of employment for all employees.

#### Section 2

The parties agree to cooperate in maintaining and improving safe working conditions and health protection for the employees consistent with established safety standards and in the promotion of safety, safe working habits and good housekeeping throughout the work environment. Each employee will comply with all safety rules and regulations.

#### Section 3

Employee complaints of unsafe or unhealthful conditions shall be reported to the immediate supervisor and shall be promptly investigated. If necessary, corrective action shall be initiated as soon as practicable to remedy the condition within safety guidelines.

#### Section 4

Employees shall not be required to work under conditions of work which are unsafe or unhealthful.

#### Section 5

A designated and duly authorized member of the Federation shall serve on the Borough Health and Safety Committee. The purpose of the Committee is to resolve borough health and safety issues.

#### Section 6

If an employee incurs an on-the-job injury during regular hours of employment requiring professional medical attention, the Borough will expedite such medical treatment by calling for an ambulance, if required, or providing transportation to a recognized medical facility when the injured employee can be moved.

#### Section 7

Safety Committee meetings shall be scheduled quarterly. The Federation shall be able to place items on the agenda of these meetings.

Section 8

Where reasonably possible, all Committee meetings shall take place during working hours and the Federation representative shall suffer no loss of pay as a result of attendance at such meetings.

Section 9

This provision shall not be construed as conveying any additional liabilities upon either party with respect to health or safety.

Section 10

References to safety are intended to include a concept of reasonable personal security and protection which shall be maintained to assure employees against physical harm.

**A R T I C L E XVIII**

**TUITION REIMBURSEMENT**

Employees are eligible for tuition reimbursement for job related courses offered by a certified educational institution to a maximum of \$300. Employees must submit a course description prior to enrollment. The Borough Administrator will determine whether a course is eligible. Upon completion of the approved course, proof that the employee satisfactorily completed requirements will be necessary for a tuition refund.

**A R T I C L E XIX**

**DISCIPLINE AND DISCHARGE**

Section 1

It is agreed that nothing herein shall in any way prohibit the Borough from discharging or otherwise disciplining any employee for good and just cause.

Section 2

A copy of any written reprimand or memo to the file will be sent to the President or Vice President of the Federation the same day that it is given to the employee.

Section 3

Before an employee is suspended, the Federation President or Vice President shall be notified and may be present when the action is taken.

Section 4

The Federation President or Vice President shall be notified not less than twenty-four (24) hours prior to the discharge of any employee; he/she may

meet with the Borough Administrator to review and discuss the matter within said twenty-four (24) hour period.

#### Section 5

When warnings are given in writing, a copy of such warning shall be given to the employee and the Federation President or Vice President.

#### Section 6

Any action taken by the Borough under this Article shall be subject to Article XX Grievance and Arbitration Procedure.

### **A R T I C L E   XX**

#### **GRIEVANCE AND ARBITRATION PROCEDURE**

#### Section 1

A grievance within the meaning of this Agreement shall be any dispute between the parties involving interpretation or application of any provisions of this Agreement.

#### Section 2

An aggrieved employee shall present his/her grievance within five (5) working days of its occurrence or such grievance shall be deemed waived.

#### Section 3

In the event of such grievance, the steps hereafter set forth shall be followed:

##### Step 1

The employee and the Federation representative, or the employee individually, but in the presence of the appropriate representative, shall take up the complaint with the immediate supervisor. In the event the complaint is not satisfactorily settled within two (2) working days, the employee or the President or Vice President shall forward the grievance to the next step in the procedure within two (2) working days.

##### Step 2

The President or Vice President will discuss the grievance with the head of the department involved and the grievant. In the event the grievance is not satisfactorily adjusted the President or Vice President shall take up the grievance at the next step within two (2) working days.

##### Step 3

The Federation President or Vice President, the Borough Administrator and the grievant shall meet to discuss the grievance within five (5) working days of the completion of the previous step. In the event of failure to reach a satisfactory adjustment of the grievance within five (5) working days, the

grievance may be taken to arbitration by the Federation within thirty (30) days.

Step 4

The Federation may take the case to arbitration. Should the Federation elect to arbitrate, the Federation will apply directly to the Public Employment Relations Commission for appointment of an arbitrator within thirty (30) days of the termination of time limits at step three (3). The expense of the arbitrator shall be borne equally by the parties. The award of the arbitrator shall be final and binding on the employer, the Federation and the employee or employees involved, and the parties agree to comply therewith. The impartial arbitrator shall only have the authority and power to interpret and apply the provisions of this Agreement to the grievance presented. The arbitrator may not alter or add to the provisions of this Agreement by the decision.

**A R T I C L E   XXI**

**DUES CHECK OFF**

Section 1

The Borough agrees to deduct from the salaries of its employees, subject to this Agreement, dues for the Federation. Such deductions shall be made in compliance with Chapter 123 Public Laws of 1974 N.J.S.A. (R.S.) 52:14-15.9e as amended.

- a) Effective on execution of this Agreement, any permanent employee in the bargaining unit who does not join the Federation within ninety (90) days thereafter, shall as a condition of employment, pay a Representation Fee to the Federation by automatic payroll deduction. The Representation Fee shall be in the amount equal to eighty-five percent (85%) of the regular Federation membership dues, fees, and assessments as certified to the Borough by the Federation.
- b) The Federation may revise its certification of the amount of the Representation Fee at any time to reflect changes in the regular Federation membership dues, fees and assessments. The Federation's entitlement to the Representation Fee shall continue beyond the termination date of this Agreement so long as the Federation remains the majority representative of the employees in the unit, provided that no modification is made in this provision by a successor agreement between the Federation and the Borough.
- c) The Federation agrees to furnish written authorization, in accordance with the law, from each employee authorizing dues deductions.
- d) The Federation will furnish the Borough a written statement of the dues to be deducted.

Section 2

No deductions will be made for any month in which there is insufficient pay available to cover the same after all other deductions, by law, have been

made. Deductions for a prior month's dues will not be made in respect to such dues, except where the Borough, through error or oversight, failed to make the deduction in any monthly period.

#### Section 3

Deduction of Federation Dues and Representation Fees, made pursuant hereto, shall be remitted by check by the Borough to the Federation's bank account, by the tenth (10th) day of the month following the calendar month in which such deductions are made. A list of employees from whose pay the deductions were made shall be delivered to the President or Vice President.

#### Section 4

A new dues deduction authorization card will automatically cancel any prior authorization card on file with the Borough. Members may withdraw from the Federation during a thirty (30) day period beginning January 1st of each year. A copy of the withdrawal will be sent to the President or Vice President.

#### Section 5

The Federation shall indemnify and hold the Borough harmless against all claims, demands, suits, or other forms of liability which may arise by reason of any action taken in making deductions and remitting same to the Federation pursuant to this Article.

### **A R T I C L E   XXII**

#### **FEDERATION RIGHTS**

#### Section 1

The Borough recognizes the right of the Federation to designate a President and Vice President to represent members with regard to all issues concerning this contract. These representatives may also represent members of the Supervisors Federation with their contract.

#### Section 2

The President and Vice President are the representatives of the Federation and, as such, will communicate with Bargaining Unit Members as necessary after working hours. Additionally, the President or Vice President will investigate and discuss with Management any work-site problems in accordance with the Grievance Procedure herein.

#### Section 3

The President or Vice President, after requesting permission and being granted approval from his/her supervisor prior to leaving job, shall be permitted to investigate, present and process grievances without loss of time or pay.

#### Section 4

The Borough will be advised in writing within one (1) week of the election of the names of the President or Vice President who have been authorized to act on behalf of the Federation.

#### Section 5

Bulletin Board - The Borough agrees to provide a suitable board for the exclusive use of the Federation to post official notices relating to meetings and other Federation affairs. This shall also be the board where job notices will be posted.

#### Section 6

The Borough will notify the President or Vice President, in writing, of any promotions and transfers within five (5) days of this action.

#### Section 7

The Borough will provide the Federation with an updated list of covered employees which shall be a copy of the salary and wage ordinance or contract.

#### Section 8

All written notification shall be made to the President or Vice President.

#### Section 9

The President or Vice President will be granted leave without pay for the purpose of attending to Federation business outside the premises of the Borough upon approval of the Borough Administrator.

#### Section 10

At the time promotional opportunities are posted, a copy will be sent to the President or Vice President.

#### Section 11

Notices of all job vacancies will be sent to the President or Vice President at the time they are posted. A copy of the job description will also be sent to the Federation at that time.

#### Section 12

The President or Vice President will be notified in writing at the same time as the employee of termination of employment and demotions.

#### Section 13

An outside consultant, hired by the Federation, shall be admitted to Borough premises on Federation business with the approval of management. He/she will have the opportunity to consult with employees in the unit before the start of the work shift, during lunch or breaks, or after completion of the work shift. Access to the premises for the purpose of holding meetings to organize workers shall not be given by the Borough to any employee organization other than the Federation, or to any officer or representative

of any other organization for the purpose of communicating with employees in this unit.

#### Section 14

The President or Vice President shall have super seniority in case of layoff in his/her classification.

### A R T I C L E XXIII

#### MANAGEMENT RIGHTS

#### Section 1

The Borough hereby retains the right to manage and control all departments whose employees are covered under this Agreement and in addition retains the right to direct the working force, hire, promote, transfer, discipline or discharge employees for just cause.

#### Section 2

The Borough, in accordance with the applicable laws and regulations, retains full jurisdiction and authority over matters of policy and retains the right to relieve employees from duties because of lack of work or other legitimate reasons, in order to maintain the efficiency of Borough operations entrusted to them and to determine the methods, means, and personnel by which such operations are to be conducted, and further to take whatever other actions deemed necessary to carry out the mission of the Borough in any situation whatsoever.

### A R T I C L E XXIV

#### NO STRIKE - NO LOCKOUT

During the life of this Agreement, the Federation agrees that there shall be no strike of any kind, slowdown, sit-down, stay-in, boycott, picketing, work stoppage or any other type of organized interference, coercive or otherwise with the Borough's business, and further that the Federation will take every reasonable step to prevent its members from participating in any such activity, including but not limited to ordering all members who participate in such unauthorized activity to cease and desist from same immediately and to return to work. In cases of unauthorized activity described herein, the Borough may impose disciplinary measures or discharge the employees directly or indirectly involved. In consideration of the foregoing, the Borough agrees not to lockout or cause to be locked out any employee covered under the provisions of this Agreement.

If the above procedure is followed, the Federation, its officers and agents shall not be held liable for any such unauthorized acts.

## ARTICLE XXV

### NONDISCRIMINATION

Neither the Borough nor the Federation will discriminate against any employee or those seeking employment because of race, creed, color, sex or national origin, nor because of membership or non-membership in any church, society or fraternity.

## ARTICLE XXVI

### FULLY BARGAINED PROVISIONS

This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues and shall govern all wages, rights and responsibilities of the parties which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement unless here specified. This Agreement shall not be modified in whole or in part by the parties, except by an instrument in writing duly executed by both parties.

## ARTICLE XXVII

### SEPARABILITY

In the event that any provision of this Agreement shall at any time be declared invalid by any court of competent jurisdiction or through Government regulations or decree, this entire Agreement shall not thereby be invalidated, but the effect thereof shall be limited to the provisions thus affected.

A R T I C L E XXVIII

DURATION

This Agreement shall be in full force and effect as of January 1, 2006 and shall remain in effect to and including December 31, 2009, without any reopening date. On or after September 1, 2009 either party may serve notice upon the other party of a desire to change, modify or terminate the Agreement for succeeding contract years.

For  
BOROUGH OF MADISON

Ellwood R Kerkeslager  
Ellwood R. Kerkeslager  
Mayor

James R. Allison  
James R. Allison  
Administrator

For  
MADISON EMPLOYEES FEDERATION

Francine DeAngelis  
Francine DeAngelis  
President

Douglas Smith  
Douglas Smith  
Vice President

A P P E N D I X   A

BOROUGH OF MADISON  
WAGE SCHEDULE BY JOB CLASSIFICATION  
2006 - 2009 EMPLOYEE FEDERATION - WHITE COLLAR CONTRACT

<u>Title</u>	<u>Range</u>
Assistant Violations Clerk	1
Accounts Clerk	2
Receptionist	2
Office Assistant	3
Violations Clerk	3
Police Records Clerk	3
Deputy Court Administrator	4
Community Service Officer	3
Senior Office Assistant	4
Financial Assistant I	7
Financial Assistant II	5
Deputy Tax Collector	5
Administrative Assistant, Purchasing	5
Administrative Assistant, Public Works	5
Administrative Assistant, Land Use Services	5
Administrative Official	7
Youth Counselor	8
Chief Accountant	9
Engineering Assistant	9

**White Collar Federation  
2006 Salary Range**

<i>Range</i>	<i>Low</i>	<i>Midpoint</i>	<i>High</i>
1	\$24,034	\$29,039	\$34,043
2	\$26,856	\$32,540	\$38,223
3	\$29,679	\$34,815	\$39,950
4	\$31,559	\$38,395	\$45,230
5	\$33,440	\$41,594	\$49,747
6	\$36,261	\$44,144	\$52,027
7	\$41,906	\$48,106	\$54,306
8	\$44,727	\$53,558	\$62,388
9	\$47,549	\$57,420	\$67,290

**White Collar Federation  
2007 Salary Range**

<i>Range</i>	<i>Low</i>	<i>Midpoint</i>	<i>High</i>
1	\$24,996	\$30,201	\$35,405
2	\$27,930	\$33,842	\$39,752
3	\$30,866	\$36,208	\$41,548
4	\$32,821	\$39,931	\$47,039
5	\$34,778	\$43,258	\$51,737
6	\$37,712	\$45,910	\$54,108
7	\$43,582	\$50,030	\$56,479
8	\$46,516	\$55,700	\$64,883
9	\$49,451	\$59,717	\$69,981

**White Collar Federation  
2008 Salary Range**

<i>Range</i>	<i>Low</i>	<i>Midpoint</i>	<i>High</i>
1	\$25,995	\$31,409	\$36,821
2	\$29,048	\$35,195	\$41,342
3	\$32,101	\$37,656	\$43,209
4	\$34,134	\$41,528	\$48,920
5	\$36,169	\$44,988	\$53,807
6	\$39,220	\$47,746	\$56,272
7	\$45,326	\$52,031	\$58,738
8	\$48,377	\$57,928	\$67,479
9	\$51,429	\$62,105	\$72,781

**White Collar Federation  
2009 Salary Range**

<i>Range</i>	<i>Low</i>	<i>Midpoint</i>	<i>High</i>
1	\$27,035	\$32,665	\$38,294
2	\$30,209	\$36,603	\$42,995
3	\$33,385	\$39,162	\$44,938
4	\$35,499	\$43,189	\$50,877
5	\$37,616	\$46,788	\$55,959
6	\$40,789	\$49,656	\$58,523
7	\$47,139	\$54,113	\$61,087
8	\$50,312	\$60,245	\$70,178
9	\$53,486	\$64,590	\$75,692

**AGREEMENT BETWEEN THE  
BOROUGH OF MADISON**

and the

**BOROUGH OF MADISON  
EMPLOYEES FEDERATION**

**SUPERVISORS**

**FOR THE TERM COMMENCING JANUARY 1, 2006  
AND ENDING DECEMBER 31, 2009**

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PREAMBLE

This Agreement, made this 26<sup>th</sup> day of July, 2006, by and between the BOROUGH OF Madison, New Jersey, hereinafter referred to as the "Borough" and the BOROUGH OF MADISON EMPLOYEES FEDERATION, hereinafter referred to as the "FEDERATION", is designed to maintain and promote a harmonious relationship between the Borough of Madison and the employees covered under this Agreement, in order that efficient and progressive public service may be rendered.

**A R T I C L E I**

**RECOGNITION**

Section 1

The Borough of Madison, New Jersey, recognizes the Borough of Madison Employees Federation as the sole and exclusive bargaining agency in all matters pertaining to rates of pay, wages, hours of work, benefits and other terms and conditions of employment for the following job titles.

**SUPERVISORS**

Court Administrator  
Director, Project Pride  
Recreation Director/Recycling Coordinator  
Tax Collector  
Tax Collector-Part Time  
Senior Citizen Coordinator  
Construction Code Official  
Utility Collector

Section 2

Exclusions from this unit are White Collar Workers; Confidential employees; Managerial Executives; Police Officers; Fire Fighters and Blue Collar Workers.

**A R T I C L E II**

**CONTRACT PERIOD**

Section 1

This Agreement shall be effective from January 1, 2006 through December 31, 2009.

Section 2

By this Agreement the contract and all provisions shall be extended to remain in full force and effect during any period of negotiations on a succeeding contract which continues beyond the expiration date of this contract.

**A R T I C L E   III**

**HOURS OF WORK**

Section 1

The normal workday for Supervisors starts at 8:00 a.m. and ends at 4:30 p.m. All employees are entitled to one (1) hour lunch period, without pay, each day which may be scheduled between 11:30 a.m. and 2:00 p.m. on the basis of operational need.

Section 2

It is understood by all parties that Supervisory workers will perform their duties during the normal working hours as defined by their position set forth under this contract and whatever additional hours are required to accomplish their responsibilities. They will not be held responsible for a detailed accounting of their time. It is understood that a Supervisor sets the example for the employees he/she supervises and, therefore, abuse of these privileges will not be tolerated.

**A R T I C L E   IV**

**RATES OF PAY**

Section 1

Each employee will be classified in accordance with skills used and shall be paid not less than the rate for such classification in accordance with the table of job classification and rate of pay in the schedule which is attached hereto and made part of this Agreement. Bargaining unit work shall not be performed by other workers on a permanent basis.

Section 2

The Borough shall make a one-time salary adjustment of \$500.00 to each employee who was not eligible for longevity prior to the effective date of this Agreement. For those employees who previously received \$500.00, \$600.00 or \$700.00 longevity, \$100.00 will be added and that total amount will be added to base salary. Any employee who previously received \$800.00 longevity will have a salary adjustment of that amount. In no event will any employee have more than \$800 rolled into his/her base salary.

### Section 3

Any position not listed under ARTICLE I, Section 1, that is established during the life of this Agreement that appears to be within the scope of this unit shall be subject to negotiations between the Borough and the Federation. The employer maintains the right to create a new classification and to negotiate with the Federation regarding the rate of pay and benefits for such position.

### Section 4

The work week shall commence at 12:01 a.m. Sunday and end 12:00 midnight the following Saturday. Employees will be paid during a.m. work hours. When the payday falls on a Saturday, Sunday or Holiday the Borough agrees to make pay checks available on the business day prior to that date.

### Section 5

There shall be an increment program established which will be based on satisfactory performance. Management shall establish such standards and goals. Agreement thereto will be subject to resolution through the grievance procedure.

Management shall perform a formal written evaluation of each employee by April 1st of each year based on performance, goals and standards. All employees whose performance is satisfactory will be granted an incremental salary increase on base salary effective the following July 1st. If performance is not satisfactory as of April 1st, employees must attain a satisfactory performance rating by June 30th of that year to receive an increment effective July 1st. This increment program will affect eligible employees who have not reached the maximum of their range.

### Section 6

A) Within the salary ranges which are attached to this agreement (see Appendix A), employees shall receive a salary increase of:

- 3.9% on base salary, January 1, 2006;
- 4.0% on base salary, January 1, 2007;
- 4.0% on base salary, January 1, 2008; and
- 4.0% on base salary, January 1, 2009.

B) Effective July 1st each year, employees hired prior to October 1st of the previous year shall be eligible to receive a \$1,000 increment added to salary for satisfactory performance as long as that amount does not exceed the top of the range. This is in accordance with Article IV, Section 5 of this contract.

C) New employees hired shall be paid a salary on or between the base and top of the range depending on experience, as determined by the Borough.

D) Newly hired employees shall receive the salary increase specified under Article IV, Section 6A, six months after the date of hire or the date specified above, whichever is later.

E) Paydays will be on the 1<sup>st</sup> and 15<sup>th</sup> of each month for a total of twenty-four pays per year. When the payday falls on a Saturday, Sunday or Holiday the

Borough agrees to make pay checks available on the business day prior to that date.

Section 7

The Court Administrator shall receive \$60.00 pay for each call out after normal business hours.

**A R T I C L E V**

**PROMOTIONS, DEMOTIONS AND TRANSFERS**

Section 1

It is the intention of the Borough to fill job vacancies with qualified Personnel from within the bargaining unit before hiring new employees.

Section 2

Promotion is hereby defined as a move from a lower level of responsibility to a higher level of responsibility and would include an increase from a lower pay range to a higher pay range.

Section 3

Notice of all job vacancies shall be posted on the bulletin board. This notice will remain on the bulletin board for five (5) days and will include job title, salary range and a brief description of the job duties including qualifications and necessary skills. Only those employees who make application during the posting period will be considered for the job.

Section 4

Promotions shall be offered to a qualified Borough employee who has bid for the job.

Section 5

An employee who is promoted to a higher position shall receive the rate of the new job classification. All employees so promoted shall be placed on the higher rated job for a limited trial period up to forty-five (45) days. In the event the employee does not perform satisfactorily at any time during the trial period, such employee shall be given his/her former position without any loss of seniority or pay.

Section 6

Reassignment of Personnel - When there is an operational need, an employee may be reassigned to a position in the same salary Range for a thirty (30) day period. An employee may be reassigned to a position at a different Range only if agreed to by that employee. Either type of reassignment can be made for a longer period if agreed to by the employee. A person reassigned to a position in a higher salary range who works for a thirty (30) day period or longer shall receive pay differential not to exceed 5% more or the amount which was paid to the employee for whom the reassignment was made, whichever is less.

During the time of reassignment a worker shall not be expected to perform the full duty of his/her regular position and the full responsibilities of the reassignment position; nor shall the employee be asked to work beyond a thirty-seven and a half (37-1/2) hour work week unless he/she agrees to it or the overtime work would have occurred with his/her regular job had the reassignment not been made. No worker shall be reassigned more than twice in one year or for a period of time totaling more than forty-five (45) days unless the worker agrees to the longer reassignment.

## ARTICLE VI

### SICK LEAVE AND PERSONAL LEAVE

#### Section 1

Each employee shall be entitled to thirteen (13) sick leave days at the beginning of each calendar year. Unused sick leave days shall be cumulative from year to year with a maximum accumulation of two hundred and seventy-five (275) days.

#### Section 2

If an employee is on sick leave more than four (4) consecutive days, acceptable medical evidence substantiating the illness may be requested by the Borough. After four (4) Friday or Monday absences, the Borough may request medical certification.

#### Section 3

Employees requiring sick leave in excess of that provided for above will be granted sick leave without pay up to six (6) months with consideration by the Council through the Borough Administrator of extension beyond six months. Employees on sick leave will continue to accrue seniority.

#### Section 4

A) Existing Employees: Each employee reaching retirement age will be entitled to time off with pay prior to his/her retirement date of one (1) day pay for every two (2) sick days up to a total of one hundred (100) days.

B) New Employees: For new employees hired after ratification of this contract, he/she will receive one (1) day of pay for every three (3) sick days up to a total of one hundred (100) days.

C) For A & B above, no additional compensation will be made if the employee elects to continue to work during that interval.

#### Section 5

Time spent in the care of a sick family member is allowable as sick leave. No more than 5 sick days can be used in this way in any one year, however.

## Section 6

A) Each employee with at least one full year of service is entitled to three (3) Personal Days which shall not be charged against accumulated sick leave.

B) A Personal Day is defined as leave for purposes of attending to an urgent personal responsibility which cannot be scheduled outside of working hours. Personal Days cannot be used in conjunction with a holiday. They must be taken one (1) at a time or in half-day segments. An employee shall submit notice in advance to his/her supervisor of his/her intention to use a Personal Day.

## ARTICLE VII

### VACATIONS

#### Section 1

Vacation entitlement shall be based on the employee's date of hire according to the following schedule:

PERIOD OF EMPLOYMENT	VACATION
0-1 year service	One (1) day for each full month worked up to a maximum of ten (10) work days.
1 year service	2 weeks
6 years service	3 weeks
13 years service	4 weeks

#### Section 2

Upon mutual agreement between the employer and employee, those employees who have served the Borough for twenty (20) years may choose to receive one (1) day's pay (current rate at the time) added to their base pay in lieu of added vacation time during the twenty-first (21st) through the twenty-fifth (25th) years of service. Should they choose this option, such employees shall be granted one (1) more day's pay upon completion of their twenty-fifth (25th) year of service to the Borough. Those employees not choosing this option shall be granted additional vacation time as follows:

PERIOD OF EMPLOYMENT	DAYS ADDED	TOTAL VACATION
20 years service	1 day	4 weeks + 1 day
21 years service	2 days	4 weeks + 2 days
22 years service	3 days	4 weeks + 3 days
23 years service	4 days	4 weeks + 4 days
24 years service	5 days	5 weeks

### Section 3

Beginning January 1, 2003 employees leaving the employment of the borough will have their vacation time prorated with one exception. The exception is that those employees hired before January 1, 2003 who retire from the Borough under the N.J State Pension system shall be exempt from this pro-ration requirement.

### ARTICLE VIII

#### HOLIDAYS

Each of the following holidays are recognized by the Borough and shall be paid one day's pay at straight time without performing work:

New Year's Day	Labor Day
Lincoln's Birthday	Columbus Day
Presidents' Day	Veterans' Day
Good Friday	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

Should any of the listed holidays fall on Saturday, the preceding Friday shall be considered the holiday and paid accordingly. Should any of the listed holidays fall on Sunday, the following Monday shall be considered the holiday and paid accordingly. With mutual agreement of the parties the day before or the day after July 4th or Christmas can be substituted for Lincoln's Birthday in any year.

### ARTICLE IX

#### MILITARY LEAVE

Employees enlisting or entering the Military or Naval Service of the United States, pursuant to the provisions of the Universal Military Training and Service Act and amendments thereto, shall be granted all rights and privileges provided by the Act.

An employee called to serve ANACDUTRA (Annual Active Duty Training) will be excused from work for this period and will be paid his/her regular daily earnings for such time he/she is required to be in ANACDUTRA attendance. Any pay received for this training will be deducted from this regular pay.

### ARTICLE X

#### FUNERAL LEAVE

Bereavement - The following bereavement policy shall be followed:

In the event of a death of a relative who resides with an employee (within the same household), the employee shall be granted a total of five

consecutive days just before or after the funeral for bereavement and to assist the family during this time of grief. In the event of the death of a child, father, father-in-law, mother, mother-in-law, sister, sister-in-law, brother, brother-in-law or grandchild, not residing with an employee, up to three days shall be granted with pay for this purpose.

In the event of the death of a grandparent, cousin, aunt, uncle, spouse's grandparent, son-in-law, daughter-in-law, niece or nephew, one day with pay shall be granted to attend the funeral.

If time is needed beyond that which is granted above, the employee may use up to five sick days for bereavement or family assistance in the death of the above-listed relatives.

One sick day can be used for a very close friend or relative not listed above.

## ARTICLE XI

### CREDIT FOR PRIOR SERVICE

#### Section 1

An employee hired by Madison who was previously employed by the State of New Jersey, a County Government in New Jersey or a Municipality in New Jersey, shall be given credit for this prior service.

#### Section 2

The employees described above shall be credited with additional sick days beyond those provided for in an amount equal to the number of sick days previously accumulated but not used during the period of prior service; provided, however, that additional sick days shall not exceed a maximum of fifty (50) sick days and that no credit shall be given for any previously accumulated sick days for which such employee was paid upon terminating said prior service.

#### Section 3

Employees previously enrolled in the New Jersey State Health Benefits Program shall be allowed to transfer these benefits immediately upon starting work with the Borough.

#### Section 4

In the event of any conflict or inconsistency between this Section and any other Section of this Agreement, the provisions of this Section shall apply.

## **A R T I C L E XII**

### **JURY DUTY**

An employee called for jury duty will be excused from work for the period actually in attendance in Court and he/she will be paid his/her regular daily earnings for such time as he/she is required to be in attendance in Court.

## **A R T I C L E XIII**

### **PENSION PROGRAM**

The Pension Program will be in accordance with the State of New Jersey Public Employees Retirement System Program.

## **A R T I C L E XIV**

### **LAYOFF AND RECALL**

The Borough may layoff employees only due to a temporary lack of work. In such event, employees may be laid off in the order of least seniority within their respective classification. Notice of such layoffs shall be given one (1) month before the scheduled layoff simultaneously to the employee and the President or Vice President of the Federation. Any employee laid off shall be placed on the recall list for a period of one (1) year. The Borough, upon rehiring, shall do so in the inverse order of seniority. The Borough shall rehire the last employee laid off first. Notice shall be made by registered mail to the last known address of such employee. Failure to report for work within five (5) days following the posting will disqualify the employee for recall. The Borough shall not hire from the open market while employees on the recall list are capable to perform the duties of the vacant position and are ready, willing and able to be re-employed.

## **A R T I C L E XV**

### **DISABILITY**

#### **Section 1**

The Borough will pay any employee injured in the line of duty full pay up to one (1) year as prescribed by a physician designated by the Borough, if that injury is of a temporary nature (temporary disability benefits).

Any employee permanently injured and unable to return to his/her position shall be retired from his/her work as provided for in the State pension system and Worker's Compensation Laws at the time a physician certifies that this is necessary.

#### **Section 2**

While any employee is receiving temporary benefits from the Worker's Compensation insurance carrier and full pay from the Borough, he/she will

reimburse the Borough in the amount of temporary disability benefits received.

#### Section 3

An employee will not be required to compensate the Borough for any permanent disability benefits received.

#### Section 4

When an employee is temporarily disabled in the line of duty, said disability shall not infringe on the employee's sick time.

### A R T I C L E XVI

#### HEALTH CARE INSURANCE PROGRAM

##### Section 1

The employees of this bargaining unit and the eligible members of their families, shall receive medical and health insurance coverage as presently afforded by the Borough to all of its members.

##### Section 2

A pre-paid Dental Plan covering employees and their eligible dependents shall continue to be purchased subject to a maximum employer contribution of \$375 per employee per year.

##### Section 3

Employees shall be responsible for deductibles and co-pays as set forth below.

Point of Service (POS)
Office Visit - \$10
Out of Network Deductible
Single - \$250
Family - \$500
Rx Co-Pays
Generic - \$5
Preferred - \$10
Non-preferred - \$25
Mail Order (1x)
Traditional
Primary Care MD - \$20
Specialty Care MD - \$20
Hospital Co-pay - \$100
Emergency Co-pay \$50
Out-patient surgery - \$100
Out-of-Network Deductible
Single - \$400
Family - \$800
Rx Co-pays with \$100 single deductible and \$200 family
Generic - \$5
Preferred - \$10
Non-preferred - \$25
Mail Order (1x)

#### Section 4

An employee who agrees to turn down Health Insurance coverage shall receive \$2,000 from the Borough at the end of each full year the Borough does not pay for this employee's health insurance. The employee may re-enroll for the next calendar year during the two-week enrollment period held in November. If the employee has a life style change as defined and recognized by the insurance carrier, the employee may re-enroll during the year. The payment in lieu of Health insurance coverage will then be prorated.

### ARTICLE XVII

#### SAFETY AND HEALTH

##### Section 1

The Borough shall make reasonable provisions for the safety and health of its employees during the hours of their employment. The Borough will enforce its responsibility for the development and enforcement of occupational safety and health standards to provide a safe and healthful environment. The Borough will set up necessary job safety and health programs for all employees covered by this Agreement as it deems necessary, and shall provide a reasonably safe and healthful place of employment for all employees.

##### Section 2

The parties agree to cooperate in maintaining and improving safe working conditions and health protection for the employees consistent with established safety standards and in the promotion of safety, safe working habits and good housekeeping throughout the work environment. Each employee will comply with all safety rules and regulations.

##### Section 3

Employee complaints of unsafe or unhealthful conditions shall be reported to the immediate supervisor and shall be promptly investigated. If necessary, corrective action shall be initiated as soon as practicable to remedy the condition within safety guidelines.

##### Section 4

Employees shall not be required to work under conditions of work which are unsafe or unhealthful.

##### Section 5

A designated and duly authorized member of the Federation shall serve on the Borough Health and Safety Committee. The purpose of the Committee is to resolve local health and safety issues.

##### Section 6

If an employee incurs an on-the-job injury during regular hours of employment requiring professional medical attention, the Borough will expedite such medical treatment by calling for an ambulance, if required, or providing

transportation to a recognized medical facility when the injured employee can be moved.

Section 7

Safety Committee meetings shall be scheduled quarterly. The Federation shall be able to place items on the agenda of these meetings.

Section 8

Where reasonably possible, all Committee meetings shall take place during working hours and the Federation representative shall suffer no loss of pay as a result of attendance at such meetings.

Section 9

This provision shall not be construed as conveying any additional liabilities upon either party with respect to health or safety.

Section 10

References to safety are intended to include a concept of reasonable personal security and protection which shall be maintained to assure employees against physical harm.

**A R T I C L E XVIII**

**TUITION REIMBURSEMENT**

Employees are eligible for tuition reimbursement for job related courses offered by a certified educational institution to a maximum of \$300. Employees must submit a course description prior to enrollment. The Borough Administrator will determine whether a course is eligible. Upon completion of the approved course, proof that the employee satisfactorily completed requirements will be necessary for a tuition refund.

**A R T I C L E XIX**

**DISCIPLINE AND DISCHARGE**

Section 1

It is agreed that nothing herein shall in any way prohibit the Borough from discharging or otherwise disciplining any employee for good and just cause.

Section 2

A copy of any written reprimand or memo to the file will be sent to the President or Vice President of the Federation the same day that it is given to the employee.

Section 3

Before an employee is suspended, the Federation President or Vice President shall be notified and may be present when the action is taken.

Section 4

The Federation President or Vice President shall be notified not less than twenty-four (24) hours prior to the discharge of any employee; he/she may meet with the Borough Administrator to review and discuss the matter within said twenty-four (24) hour period.

Section 5

When warnings are given in writing, a copy of such a warning shall be given to the employee and the Federation President or Vice President.

Section 6

Any action taken by the Borough under this Article shall be subject to Article XX Grievance and Arbitration Procedure.

**A R T I C L E XX**

**GRIEVANCE AND ARBITRATION PROCEDURE**

Section 1

A grievance within the meaning of this Agreement shall be any dispute between the parties involving interpretation or application of any provisions of this Agreement.

Section 2

An aggrieved employee shall present his/her grievance within five (5) working days of its occurrence or such grievance shall be deemed waived.

Section 3

In the event of such grievance, the steps hereafter set forth shall be followed:

Step 1

The employee and the Federation representative, or the employee individually, but in the presence of the appropriate representative, shall take up the complaint with the immediate supervisor. In the event the complaint is not satisfactorily settled within two (2) working days, the employee or the President or Vice President shall forward the grievance to the next step in the procedure within two (2) working days.

Step 2

The President or Vice President will discuss the grievance with the head of the department involved and the grievant. In the event the grievance is not satisfactorily adjusted the President or Vice President shall take up the grievance at the next step within two (2) working days.

Step 3

The Federation President or Vice President, the Borough Administrator and the grievant shall meet to discuss the grievance within five (5) working days of the completion of the previous step. In the event of failure to reach a satisfactory adjustment of the grievance within five (5) working days, the grievance may be taken to arbitration by the Federation within thirty (30) days.

Step 4

The Federation may take the case to arbitration. Should the Federation elect to arbitrate, the Federation will apply directly to the Public Employment Relations Commission for appointment of an arbitrator within thirty (30) days of the termination of time limits at step three (3). The expense of the arbitrator shall be borne equally by the parties. The award of the arbitrator shall be final and binding on the employer, the Federation and the employee or employees involved, and the parties agree to comply therewith. The impartial arbitrator shall only have the authority and power to interpret and apply the provisions of this Agreement to the grievance presented. The arbitrator may not alter or add to the provisions of this Agreement by the decision.

**A R T I C L E   X X I**

**DUES CHECK OFF**

Section 1

The Borough agrees to deduct from the salaries of its employees, subject to this Agreement, dues for the Federation. Such deductions shall be made in compliance with Chapter 123 Public Laws of 1974 N.J.S.A. (R.S.) 52:14-15.9e as amended.

- a) Effective on execution of this Agreement, any permanent employee in the bargaining unit who does not join the Federation within ninety (90) days thereafter, shall as a condition of employment, pay a Representation Fee to the Federation by automatic payroll deduction. The Representation Fee shall be in the amount equal to eighty-five percent (85%) of the regular Federation membership dues, fees, and assessments as certified to the Borough by the Federation.
- b) The Federation may revise its certification of the amount of the Representation Fee at any time to reflect changes in the regular Federation membership dues, fees and assessments. The Federation's entitlement to the Representation Fee shall continue beyond the termination date of this Agreement so long as the Federation remains the

majority representative of the employees in the unit, provided that no modification is made in this provision by a successor agreement between the Federation and the Borough.

- c) The Federation agrees to furnish written authorization, in accordance with the law, from each employee authorizing dues deductions.
- d) The Federation will furnish the Borough a written statement of the dues to be deducted.

#### Section 2

No deductions will be made for any month in which there is insufficient pay available to cover the same after all other deductions, by law, have been made. Deductions for a prior month's dues will not be made in respect to such dues, except where the Borough, through error or oversight, failed to make the deduction in any monthly period.

#### Section 3

Deduction of Federation Dues and Representation Fees, made pursuant hereto, shall be remitted by check by the Borough to the Federation's bank account, by the tenth (10th) day of the month following the calendar month in which such deductions are made. A list of employees from whose pay the deductions were made shall be delivered to the President or Vice President.

#### Section 4

A new dues deduction authorization card will automatically cancel any prior authorization card on file with the Borough. Members may withdraw from the Federation during a thirty (30) day period beginning January 1st of each year. A copy of the withdrawal will be sent to the President or Vice President.

#### Section 5

The Federation shall indemnify and hold the Borough harmless against all claims, demands, suits, or other forms of liability which may arise by reason of any action taken in making deductions and remitting same to the Federation pursuant to this Article.

### **A R T I C L E   XXII**

#### **FEDERATION RIGHTS**

#### Section 1

The Borough recognizes the right of the Federation to designate a President and Vice President to represent members with regard to all issues concerning this contract. These representatives may also represent members of the White Collar Federation with their contract.

## Section 2

The President and Vice President are the representative of the Federation and, as such, will communicate with Bargaining Unit Members as necessary after working hours. Additionally, the President or Vice President will investigate and discuss with Management any work-site problems in accordance with the Grievance Procedure herein.

## Section 3

The President or Vice President, after requesting permission and being granted approval from his/her supervisor prior to leaving the job, shall be permitted to investigate, present and process grievances without loss of time or pay.

## Section 4

The Borough will be advised in writing within one (1) week of the election of the names of the President or Vice President who have been authorized to act on behalf of the Federation.

## Section 5

Bulletin Board - The Borough agrees to provide a suitable board for the exclusive use of the Federation to post official notices relating to meetings and other Federation affairs. This shall also be the board where job notices will be posted.

## Section 6

The Borough will notify the President or Vice President, in writing, of any promotions and transfers within five (5) days of this action.

## Section 7

The Borough will provide the Federation with an updated list of covered employees which shall be a copy of the salary and wage ordinance or contract.

## Section 8

All written notification shall be made to the President or Vice President.

## Section 9

The President or Vice President will be granted leave without pay for the purpose of attending to Federation business outside the premises of the Borough upon approval of the Borough Administrator.

## Section 10

At the time promotional opportunities are posted, a copy will be sent to the President or Vice President.

#### Section 11

Notices of all job vacancies will be sent to the President or Vice President at the time they are posted. A copy of the job description will also be sent to the Federation at that time.

#### Section 12

The President or Vice President will be notified in writing at the same time as the employee of termination of employment and demotions.

#### Section 13

An outside consultant, hired by the Federation, shall be admitted to Borough premises on Federation business with the approval of management. He/she will have the opportunity to consult with employees in the unit before the start of the work shift, during lunch or breaks, or after completion of the work shift. Access to the premises for the purpose of holding meetings to organize workers shall not be given by the Borough to any employee organization other than the Federation, or to any officer or representative of any other organization for the purpose of communicating with employees in this unit.

#### Section 14

The President or Vice President shall have super seniority in case of layoff in his/her classification.

### **A R T I C L E XXIII**

#### **MANAGEMENT RIGHTS**

#### Section 1

The Borough hereby retains the right to manage and control all departments whose employees are covered under this Agreement and in addition retains the right to direct the working force, hire, promote, transfer, discipline or discharge employees for just cause.

#### Section 2

The Borough, in accordance with the applicable laws and regulations, retains full jurisdiction and authority over matters of policy and retains the right to relieve employees from duties because of lack of work or other legitimate reasons, in order to maintain the efficiency of Borough operations entrusted to them and to determine the methods, means, and personnel by which such operations are to be conducted, and further to take whatever other actions deemed necessary to carry out the mission of the Borough in any situation whatsoever.

## A R T I C L E XXIV

### NO STRIKE - NO LOCKOUT

During the life of this Agreement, the Federation agrees that there shall be no strike of any kind, slowdown, sit-down, stay-in, boycott, picketing, work stoppage or any other type of organized interference, coercive or otherwise with the Borough's business, and further that the Federation will take every reasonable step to prevent its members from participating in any such activity, including but not limited to ordering all members who participate in such unauthorized activity to cease and desist from same immediately and to return to work. In cases of unauthorized activity described herein, the Borough may impose disciplinary measures or discharge the employees directly or indirectly involved. In consideration of the foregoing, the Borough agrees not to lockout or cause to be locked out any employee covered under the provisions of this Agreement.

If the above procedure is followed, the Federation, its officers and agents shall not be held liable for any such unauthorized acts.

## A R T I C L E XXV

### NON-DISCRIMINATION

Neither the Borough nor the Federation will discriminate against any employee or those seeking employment because of race, creed, color, sex or national origin, nor because of membership or non-membership in any church, society or fraternity.

## A R T I C L E XXVI

### FULLY BARGAINED PROVISIONS

This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues and shall govern all wages, rights and responsibilities of the parties which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement unless here specified. This Agreement shall not be modified in whole or in part by the parties, except by an instrument in writing duly executed by both parties.

## A R T I C L E XXVII

### SEVERABILITY

In the event that any provision of this Agreement shall at any time be declared invalid by any court of competent jurisdiction or through Government regulations or decree, this entire Agreement shall not thereby be

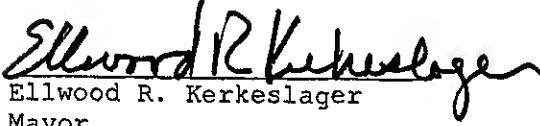
invalidated, but the effect thereof shall be limited to the provisions thus affected.

## ARTICLE XXVIII

### DURATION

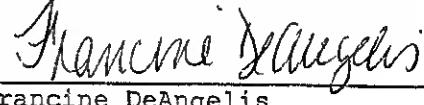
This Agreement shall be in full force and effect as of January 1, 2006 and shall remain in effect to and including December 31, 2009, without any reopening date. On or after September 1, 2009 either party may serve notice upon the other party of a desire to change, modify or terminate the Agreement for succeeding contract years.

For  
BOROUGH OF MADISON

  
Ellwood R. Kerkeslager

Mayor

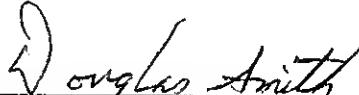
For  
MADISON EMPLOYEES FEDERATION

  
Francine DeAngelis

President

  
James R. Allison

Administrator

  
Douglas Smith

Vice President

**BOROUGH OF MADISON**  
**WAGE SCHEDULE BY JOB CLASSIFICATION**  
**2006 – 2009 FEDERATION SUPERVISORS CONTRACT**

**FEDERATION SUPERVISORS SALARY RANGES 2006**

<i>Position</i>	<i>Entry</i>	<i>Midpoint</i>	<i>Top</i>
Court Administrator	\$41,348	\$51,247	\$61,146
Sr. Citizens Coordinator	\$41,348	\$51,247	\$61,146
Tax Collector	\$41,348	\$51,247	\$61,146
Utility Collector	\$47,549	\$57,791	\$68,033
Director, Project Pride	\$49,127	\$61,802	\$74,477
Recreation Director/Recycling Coordinator	\$51,071	\$66,031	\$80,991
Construction Code Official	\$62,736	\$75,785	\$88,833
Tax Collector - Part Time	\$12,649	\$16,847	\$21,045

**FEDERATION SUPERVISORS SALARY RANGES 2007**

<i>Position</i>	<i>Entry</i>	<i>Midpoint</i>	<i>Top</i>
Court Administrator	\$43,002	\$53,297	\$63,592
Sr. Citizens Coordinator	\$43,002	\$53,297	\$63,592
Tax Collector	\$43,002	\$53,297	\$63,592
Utility Collector	\$49,451	\$60,103	\$70,754
Director, Project Pride	\$51,092	\$64,274	\$77,456
Recreation Director/Recycling Coordinator	\$53,114	\$68,672	\$84,231
Construction Code Official	\$65,245	\$78,816	\$92,387
Tax Collector - Part Time	\$13,155	\$17,521	\$21,887

**FEDERATION SUPERVISORS SALARY RANGES 2008**

<i>Position</i>	<i>Entry</i>	<i>Midpoint</i>	<i>Top</i>
Court Administrator	\$44,722	\$55,429	\$66,136
Sr. Citizens Coordinator	\$44,722	\$55,429	\$66,136
Tax Collector	\$44,722	\$55,429	\$66,136
Utility Collector	\$51,429	\$62,507	\$73,587
Director, Project Pride	\$53,136	\$68,845	\$80,554
Recreation Director/Recycling Coordinator	\$55,238	\$71,419	\$87,600
Construction Code Official	\$67,855	\$81,969	\$96,082
Tax Collector - Part Time	\$13,681	\$18,222	\$22,762

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**FEDERATION SUPERVISORS SALARY RANGES 2009**

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<i>Position</i>	<i>Entry</i>	<i>Midpoint</i>	<i>Top</i>
Court Administrator	\$46,511	\$57,646	\$68,781
Sr. Citizens Coordinator	\$46,511	\$57,646	\$68,781
Tax Collector	\$46,511	\$57,646	\$68,781
Utility Collector	\$53,486	\$65,007	\$76,528
Director, Project Pride	\$55,261	\$69,519	\$83,776
Recreation Director/Recycling Coordinator	\$57,448	\$74,276	\$91,104
Construction Code Official	\$70,569	\$85,248	\$99,926
Tax Collector - Part Time	\$14,228	\$18,951	\$23,673